

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

DEREK S. GSELL,

Plaintiff,

v.

STARLINE HOLDINGS, LLC d/b/a
UNIVERSAL ELECTRIC
CORPORATION,

Defendant.

Hon. _____, U.S.D.J.

Civil Action No.: _____ (____/____)

DECLARATION OF STACEY R. WOLFE

STACEY R. WOLFE declares as follows:

1. I am presently, and was at all times relevant to this action, employed as the Director of Human Resources of Defendant Starline Holdings, LLC d/b/a Universal Electric Corporation. I submit this declaration in support of Defendant's Notice of Removal of the action pending against Defendant in the Court of Common Pleas of Allegheny County, Pennsylvania, pursuant to 28 U.S.C. §§ 1331, 1441, and 1446.
2. This declaration is based upon my personal knowledge and review of the personnel records maintained in the regular course of business by Defendant's Human Resources Department.
3. On or about August 26, 2019, Defendant extended Plaintiff Derek Gsell an offer of employment for the position of Supplier Quality Specialist, which set forth Plaintiff's prospective rate of pay of \$2,423.08 bi-weekly and approximately \$63,000.00 annually. A true

and correct copy of the Offer of Employment is attached hereto as Exhibit A.

4. As stated in bold lettering in the offer of employment, the offer was contingent upon successful completion of a criminal background check, reference check, and pre-employment drug screen.

5. On or about September 12, 2019, Defendant rescinded the offer of employment due to Plaintiff's positive drug screen results.

I declare under penalty of perjury that the foregoing is true and correct.


Stacey R. Wolfe

Dated: November 13, 2019

EXHIBIT A



Universal Electric Corporation
168 Georgetown Rd.
Canonsburg, PA 15317

+1-724-597-7800
800-245-6378
info@uecorp.com

August 26th, 2019

Derek S. Gsell
1755 Hassam Road
Coraopolis, PA 15108

Dear Derek:

On behalf of Universal Electric Corporation (UEC), I am pleased to offer you the position of Supplier Quality Specialist. This is an exempt, salaried, pay grade 10 position. In this position, you will report to Mike Gordon, Purchasing Manager. Outlined below are the terms of our offer.

- **Start Date:** September 16th, 2019, provided all pre-employment steps have been completed or a mutually agreed upon date.
- **Non-Disclosure:** In accordance with the Company's standard employment practice, you will be required to sign a Unilateral Non-Disclosure Agreement on your first day of employment.
- **Rate:** \$2,423.08 bi-weekly; approximately \$63,000.00 annually.
- **Benefits:** UEC offers a variety of health and welfare benefit programs. You will be eligible to enroll in UEC's health and welfare benefits plans on the first of the month following 30 days of employment (November 2019). You will be eligible to enroll in UEC's 401(k) program the first of the month following 90 days of employment (January 2020).
- **Paid Time Off:** In 2019, you will be eligible for 15 Paid Time Off days, prorated based on your start date (1.5 personal and 2 vacation days). The company also offers 8 Paid Holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving + Friday, and Christmas Day.

Note: The offer described above is contingent upon successful completion of a criminal background check, reference check and pre-employment drug screen.

Derek, we look forward to having you join the Universal Electric team. If the terms of the offer are acceptable to you, please sign the attached form and return it within 3 calendar days. In addition, the drug screen and background check must be started within 3 business days. You can send the signed letter to Sharon Sapp at ssapp@uecorp.com or by fax at 866-399-8410.



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Canonsburg, PA 15317

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Sincerely,

Stacey R. Wolfe

Stacey R. Wolfe
Director of Human Resources

I accept/decline (please circle one) Universal Electric's offer of employment. I understand that my employment with Universal Electric Corporation is considered "at will," meaning that either the company or I may terminate this employment relationship at any time with or without cause or notice.

Derek S. Gsell

STARLINE

www.starlinepower.com

U.S. SAFETY TROLLEY
A DIVISION OF UNIVERSAL ELECTRIC CORPORATION

www.ussafetytrolley.com